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AMENDMENT AND EXTENSION OF A PAID UP OIL AND GAS LEASE

STATE OF TEXAS

§ 10173136

COUNTY OF TARRANT

§ KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Dennis M. Gillispie, whose address is 9116 Marianna Way, Alvarado, Texas 76009 ("Lessor") executed that certain Paid Up Oil and Gas Lease dated July 13th, 2006, unto Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73118, being the same lease referenced in that certain Memorandum of Oil and Gas Lease, under the same date which is recorded as Document #D206239615 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional four (4) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to November 14, 2008, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby executed as of the 3rd day of March, 2008.

LESSOR:

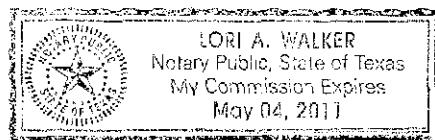
Dennis M. Gillispie
Dennis M. Gillispie

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

ACKNOWLEDGEMENT

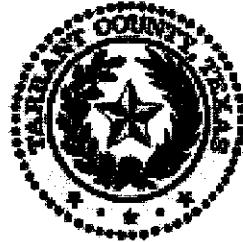
THE STATE OF TEXAS
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 19th day of March, 20 08, by Dennis M. Gillispie.



Lori A. Walker
Notary Public, State of Texas

RECEIVED MAR 27 2008



CHESAPEAKE OPERATING INC
P O BOX 18496

OKLAHOMA CITY OK 73154

Submitter: CHESAPEAKE OPERATING INC

**SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401**

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WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/19/2008 11:46 AM
Instrument #: D208185273
OPR 2 PGS \$16.00

By:



D208185273

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